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BRUHAT BENGALURU MAHANAGARA PALIKE

Office of the Executive Engineer (Storm Water Drain-Dasarahalli)
9th Floor, Jayanagara Shopping Complex,
4th Block, Jayanagara,
Bengaluru-560 011.

Telephones: 080-26541695 Fax: 080-22441076

TENDERS FOR THE WORK OF

Construction of RCC culverts & remodeling of U Shape drain for secondary SWD S Ramesh road to Urdu school in Dasarahalli Ward No.15

TENDER REFERENCE	:	EE/SWD/DHZ/TEND/05/16– 17 Dt:30.08.2016
PERIOD FOR DOWN LOADING TENDER DOCUMENT		**From: 03.09.2016 to: 16.09.2016 Up to 12.00 Hours**
LAST DATE FOR DOWN LOADING TENDER DOCUMENT		**16.09.2016 12.00 Hours**
LAST DATE and TIME FOR RECEIPT OF TENDERS	:	**16.09.2016 16.00 Hours**
TIME and DATE OF OPENING OF TECHNICAL BID	:	**17.09.2016 16.30 Hours**
PLACE OF OPENING OF TECHNICAL BID	:	Office of the Executive Engineer, (Dasarahalli), 9th Floor, SWD, Jayanagara Commercial Complex, 4th Block Jayanagara, Bengaluru-11
TIME and DATE OF OPENING OF FINANCIAL BID	:	Will be intimated to the Qualified Tenderers
ADDRESS FOR COMMUNICATION	:	Office of the Executive Engineer, Zone Dasarahalli, 9th Floor, SWD, Jayanagara Commercial Complex, 4th Block Jayanagara, Bengaluru-11

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(32)

BRUHAT BENGALURU MAHANAGARA PALIKE

No. EE/SWD/DHZ /TEND/ 05 /16–17

Office of the Executive Engineer, Storm Water drain (Dasarahalli Zone), BBMP, 9th Floor, Shopping Complex, Jayanagar 4th Block, Bengaluru.
Date:30.08.2016

Short Term Tender Notification

INVITATION FOR TENDER (IFT)

(Through **GoK e–Procurement Portal** only)
(Two Cover System)

1. The Executive Engineer (SWD), Dasarahalli Zone, BBMP, Bengaluru invites tenders from eligible Contractors registered in Bruhat Bengaluru Mahanagara Palike or equivalent registration with CPWD / KPWD / Railways / MES / National Highway or any State Government Organizations for the construction of works detailed in the table below. The tenderers may submit tenders for works given in the table through e-procurement portal of the Government of Karnataka (viz https://eproc.karnataka.gov.in). The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderer's to qualify for award of the contract (Standard Tender Document –KW-2, KW-3 and KW4).
2. Tender documents may be downloaded from the e-procurement portal of the Government of Karnataka from **03-09-2016.**
3. Tenders must be accompanied by Earnest Money Deposit specified for the work in the table below. Earnest money deposit will have to be in any one of the forms as specified in the Tender document and shall have to be valid for 45 days beyond the validity of the tender.
4. Other details can be seen in the tender documents.

Sl. No.	Name of the Work	Estd. Cost In Lakhs	EMD in Rupees	Eligibility	Period of Completion
1	Construction of RCC culvert and U Shape drain for secondary SWD drains near Divya engineering works at Kammagondanahalli in Ward No:12	150.00	225000	Class I and above	6 Month
2	Construction of RCC culvert and U Shape drain for secondary SWD between Settyhalli and Chikkasandra village in Settyhalli Ward No:12	100.00	200000	Class I and above	5 Month
3	Construction of RCC culvert and U Shape drain for secondary SWD in Mallsandra Ward No:13	200.00	300000	Class I and above	6 Mont
4	Construction of RCC culverts and remodeling of U Shape drain for secondary SWD S Ramesh road to Urdu school in Dasarahalli Ward No:15	100.00	200000	Class I and above	5 Month
5	Construction of RCC box culvert and U Shape drain for secondary SWD from Basappana katte down stream in Shambavinagar in Ward No:70	150.00	225000	Class I and above	6 Month
6	Construction of retaining wall in Kapilanagara near Veerabramma Swamy temple in Ward No:70	90.00	180000	Class I and above	5 Month
7	Construction of RCC culverts and U shape drain Kasthuri Badavane near Maruthi Theater Ward No:70	40.00	80000	Class I and above	4 Month
8	Construction of culverts and U Shape drain for SWD near Om Shakthi temple road in Ward No:71	150.00	225000	Class I and above	6 Month

Following shall be the calendar events of Tendering :

Pre bid meeting : 10.09.2016 @ 16.00 Hours
Last date for receipt of the filled tender documents : 16.09.2016 @ 16.00 Hours
Date of opening of Technical Bid : 17.09.2016 @ 16.30 Hours
Date of opening of Financial Bid : 19.09.2016 @ 11.00 Hours

A. The bids are to be submitted in the electronic tendering system only. The bid containing details of their capability to undertake the tender and scope of service to be carried out, this will be considered.

B. Tender documents may be downloaded from, Government of Karnataka e-Procurement website http://eproc.karnataka.gov.in/ under login for contractors.

C. Contractor can access tender documents on the website, fill them and submit the completed tender document into electronic tender on the website http:// eproc.karnatka.gov.in/ after submitting the EMD and tender processing fee in the form of e-payment. EMD of the unsuccessful bidders will be refunded only after issue of LOA of successful bidder.

D. Bidder should attach all the scanned copies of certificates pertaining to their eligibility criteria, qualification information documents, failing which the bid will not be considered. No physical documents shall be considered. (also all scanned copies should be visible and should have clarity)

E. Any effort by the bidder to influence the client in the bid evaluation, bid comparison or contract award decision results in rejection of the consultants bid.

F. A successful bidder will have to execute an agreement with Executive Engineer, SWD, Division, Dasarahalli Zone, BBMP Bengaluru within 3 days upon receipt of intimation along with performance Security as per contract price in form of Bank Guarantee obtained from a Nationalized Bank / Scheduled Bank payable at Bengaluru. The work shall be commenced with all earnestness within seven days from the date of issue of work order, failing in such cases the performance security will forfeited which it would be presumed that he is not interested in the work and action will be taken to get the work executed through alternate agency.

G. **The Bruhat Bengaluru Mahanagara Palike, Bengaluru** reserves the right to accept / reject any or all tenders without assigning any reasons.

H. Corrigendum's / modifications / corrections, if any, will be published in the website only.

I. Further details of the work can be obtained in the office of the **Executive Engineer, (SWD), Dasarahalli Zone,** BBMP, 9th Floor, Jayanagara 4th Block, Shopping Complex, Bengaluru-560 011 Off: 080 22441076/77 (Phone Cell No.: 9480685777) on all working days between 3:30 pm and 5:30 pm.

J. GoK e-Procurement portal http://eproc.karnataka.gov.in for registration and e-payment details contact e-Procurement Helpdesk at 080 — 22485867.

Sd/-
Executive Engineer, S.W.D
(Dasarahalli Zone), BBMP

1. Copy Submitted to the Hon'ble Mayor for kind information.
2. Copy Submitted to the Commissioner for kind information.
3. Copy Submitted to the Special Commissioner (Project) / Engineer- in- Chief for kind information.
4. Copy Submitted to the Additional Secretary to Govt, UD and State Tender Bulletin Officer for kind information with a request to publish in the State Tender Bulletin.
5. Copy submitted to the Joint Commissioner (Dasarahalli Zone) for kind information
6. Copy Submitted to the Deputy Commissioner, Bengaluru Urban district, Tender Bulletin Officer for kind information and request to publish in the Tender Bulletin.
7. Copy submitted to the Chief Engineer, SWD, BBMP for information.
8. Copy to all the Executive Engineers BBMP, SWD for kind information.
9. Copy to C.A.O, BBMP for kind information.
10. Copy to Public Relation Officer, BBMP for information and to publish in two leading National News papers in Kannada and English.
11. Copy to I.T. Advisor, BBMP to publish in the BBMP Website.
12. Office Copy.

Executive Engineer
SWD (Dasarahalli Zone)
Bruhat Bengaluru Mahanagara Palike

SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

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A. General

1. Scope of Tender

1.1 The BBMP (Referred to as Employer in these documents) invites tenders following Two Cover tender procedure, from eligible Tenderers, for the construction of works (as defined in these documents and referred to as "the works") detailed in the Table given in the Invitation for Tenders (IFT). The Tenderers may submit tenders for any or all of the works detailed in the table given in IFT.

2. Eligible Tenderers

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka (GOK) / Bruhat Bangalore Mahanagara Palike (BBMP)

2.2 **Tenders from Joint ventures are not acceptable.**

3. Qualification of the Tenderer:

3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification information.

3.2 To qualify for award of this contract, each Tenderer in his name should have in the last five years financial years.

(a) Achieved an average annual financial turnover of **Rs. 97.08 Lakhs** (usually not less than the estimated cost under this contract for works costing upto Rs. 100 Lakhs))

(b) Mandating satisfactory completion as a prime contractor for at least one similar work to an extent of 50 % of the cost of the work **Rs 48.50 Lakh**

(c) Executed in any one year (for a continuous period of 12 months), the minimum quantities of work (usually 80 % of annual requirement) for works costing up to Rs. 100.00 Lakhs.

*(Specify the principal items of works to be executed under this contract)**

-	Earth work excavation	Cum	1677.00
-	Providing Cement Concrete	Cum	527.00
-	Steel Fabrication works	MT	*36.00*
-	Chain link Fencing	Sqm	*600.00*

3.3 Equipment Capacity:

Each tenderer should further demonstrate:

(a) Availability by owning at least 50% of the required / specified key and critical equipment for this work and

(b) the remaining 50% can be deployed on lease / hire basis for all works provided the relevant documents (commitment agreements etc.) for availability for this work are furnished.

(Number and brief specification of the equipment)

-	Hitachi	1 No
-	Tippers	2 Nos
-	JCB	1 No
-	Water tankers	1 Nos
-	Tractors	1 Nos
-	Concrete mixer	1 Nos

- Needle Vibrators 1 Nos
- Water pumps 1 No.
- Immersion Slush pumps 1 No

(c) liquid assets and or availability of credit facilities of not less than **Rs 29.10 Lakhs** (Credit lines/ letters of credit/ certificates from banks) for meeting the fund requirement etc. *(usually 30% of the amount of contract)* for works costing upto Rs.100 Lakhs.

3.4 To qualify for a package of contracts made up of this and other contracts for which tenders are invited in this IFT, the Tenderer must demonstrate having experience and resources to meet the aggregate of the qualifying criteria for the individual contracts.

3.5 Sub-contractors' experience and resources shall not be taken into account in determining the Tenderer's compliance with the qualifying criteria except to the extent stated in 3.2 (d) and (e) above.

3.6 Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:

Assessed available tender capacity = (A*N*2.5 - B)

where

A = Maximum value of civil engineering works executed in any one year during the last five years *(updated to 2016-2017 price level)* taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which tenders are invited.

B = Value, at *2016-17* price level, of existing commitments and on-going works to be completed during the next **5 months** *(period of completion of the works for which Tenders are invited)*

The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent.

Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or

participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

B. Tender documents

nt of Tender documents

of tender documents shall have all the Sections given in Page 2:

sets should be completed and returned with the tender.

ient of Tender documents

e deadline for submission of tenders, the Employer may modify the tender by issuing addenda.

5.2 Any addendum thus issued shall be part of the tender documents and shall be communicated in writing or by cable to all the purchasers of the tender documents.

5.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders, in accordance with Sub-Clause 12.2 below.

C. Preparation of Tenders

6. Documents comprising the Tender

6.1 The tender submitted by the Tenderer through https://eproc.karnataka.gov.in and shall contain the documents as follows:

6.1.1 First Cover :

(a) Earnest Money Deposit;

(b) Qualification Information as per formats given in Section 3;

6.1.2 Second Cover:

(a) The Tender (in the format indicated in Section 4)

(b) Priced Bill of Quantities (Section 9);

and any other materials required to be completed and submitted by Tenderers in accordance with these Instructions. The documents listed under Sections 3, 4, 6 and 9 shall be filled in without exception.

6.2 Tenderers submitting tenders together with other contracts stated in the IFT to form a package will so indicate in the tender together with any discounts offered for the award of more than one contract.

7. Tender prices

7.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.

7.2 The Tenderer shall fill in rates and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total tender price (both in figures and words). **Items for which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.** Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

7.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.

7.4 The rates and prices quoted by the Tenderer shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.

8. Tender validity

8.1 Tenders shall remain valid for a period not less than **ninety days** after the deadline date for tender submission specified in Clause 12. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.

8.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 9 in all respects.

9. Earnest money deposit

9.1 The Tenderer shall furnish, as part of his tender, Earnest Money Deposit (EMD) at the following rates.

EMD amount as % of the estimated cost of the work put to tender

a) Upto Rs. 20 Lakhs – 2.50%

b) Rs. 20 Lakhs and above upto Rs. 1 crore – 2% subject to a minimum of Rs. 50,000/-

c) Rs. 1 crore and above upto Rs.10 crores – 1.5% subject to minimum of Rs. 2,00,000/-

d) Rs. 10 crores and above – 1% subject to a minimum of Rs. 15,00,000/- This earnest money deposit shall be in favour of Commissioner, BBMP and may be in the form of Banker's cheque/ Demand draft/ Pay Order, in favour of the Commissioner, BBMP payable at Bengaluru.

9.2 Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for 45 days **beyond** the validity of the tender.

9.3 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 9.1 and 9.2 above shall be rejected by the Employer as non-responsive.

9.4 The earnest money deposit of unsuccessful Tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause 8.1.

9.5 The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.

9.6 The earnest money deposit may be forfeited:

(a) if the Tenderer withdraws the Tender after tender opening during the period of tender validity;

(b) if the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 19; or

(c) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to

(i) sign the Agreement; or

(ii) furnish the required Security deposit

10. Format and signing of Tender

10.1 Tenderer shall submit the Bid electronically before the submission date and time published in https://eproc.karnataka.gov.in portal.

D. Submission of Tenders

11. Sealing and marking of tenders

11.1 Tenderer shall submit the Bid electronically within the date and time published in the IFT

12. Deadline for submission of the Tenders

12.1 Tenders must be received by the Employer at https://eproc.karnataka.gov.in -portal not later than the date mentioned in https://eproc.karnataka.gov.in -portal

12.2 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 5, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

12.3 In online https://eproc.karnataka.gov.in system, the tenderer shall not be able to submit the bid after the bid submission time and date as the icon or the task in the https://eproc.karnataka.gov.in portal will not be available.

13. ~~Late Tenders~~

~~13.1 Any Tender received by the Employer after the deadline prescribed in Clause 12 will be returned unopened to the Tenderer.~~

14. **Modification and Withdrawal of Tenders**

14.1 Tenderers shall at any time modify and correct or upload any relevant document in the portal till Bid submission date and time, as published in the https://eproc.karnataka.gov.in portal.

E. Tender opening and evaluation

15. **Opening of First Cover of all Tenderers and evaluation to determine qualified Tenderers:**

15.1 The The Employer will open the First Covers of all the Tenderers received, in the presence of the Tenderers or their representatives who choose to attend **at the date and Hours mentioned in** https://eproc.karnataka.gov.in**-portal** and the place specified in page No.1. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.

~~Envelopes marked "WITHDRAWAL" shall be opened and read out first. The First Cover of Tenders for which an acceptable notice of withdrawal has been submitted pursuant to Clause 14 shall not be opened.~~

~~15.2 The Tenderes names, the presence or absence of earnest money deposit (amount, format and validity), the submission of qualification information and such other information as the Employer may consider appropriate will be announced by the Employer at the opening. Late and withdrawn Tenders will be returned unopened to tenders.~~

~~15.4 The Employer shall prepare minutes of the Tender opening, including the information disclosed to those present in accordance with Sub-Clause 15.3.~~

~~15.5 The Second Cover of all the Tenderers including modifications for Second Cover shall be placed in a large cover and securely sealed in the presence of the tenderers or their representatives, who are present and also get the same signed by all those tenderers or their representatives. The large cover shall be kept in safe custody by the Employer.~~

15.6 The Employer will evaluate and determine whether each tenderer (a) meets the eligibility criteria defined in ITT Clause 2; (b) is accompanied by the required earnest money deposit as per stipulations in ITT Clause and (c) meets the minimum qualification criteria stipulated in ITT Clause 3. The Employer will draw out a list of qualified Tenderers.

16. **Opening of Second Cover of qualified Tenderers and evaluation:**

16.1 The Employer will inform all the Qualified Tenderers the time, date and venue fixed for the opening of the Second Cover containing the priced Tenders published in https://eproc.karnataka.gov.inportal or by e-mail. The Employer will open the Second Covers of Qualified Tenderers at the appointed time and date in the presence of the Tenders or their representatives who choose to attend. In the event of the specified date of Second Cover opening being declared a holiday for the Employer, the Second Covers will be opened at the appointed time and location on the next working day

~~16.2 Envelopes marked "MODIFICATION FOR SECOND COVER " shall be opened and the submissions therein read out in appropriate detail.~~

16.3 The Tenderers' names, the Tender prices, the total amount of each Tender, any discounts, Tender modifications and withdrawals, and such other details as the Employer may consider

appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender opening.

16.4 The Employer shall prepare minutes of the Second Cover Tender opening, including the information disclosed to those present in accordance with Sub-Clause 16.3.

17. Process to be confidential

17.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

18. Clarification of Tenders

18.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 20.

18.2 Subject to sub-clause 18.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

18.3 Any effort by the Tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers' Tender.

19. Examination of Tenders and determination of responsiveness

19.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender; (a) has been properly signed; and; (b) is substantially responsive to the requirements of the Tender documents.

19.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

19.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

20. Correction of errors

20.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

(a) where there is a discrepancy between the rates in figures and in words, the lower of the two will govern; and

(b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

20.2 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected, and the earnest money deposit may be forfeited in accordance with Sub-Clause 9.6 (b).

21. Evaluation and comparison of Tenders

21.1 **The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 19.**

21.2 **In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:**

(a) making any correction for errors pursuant to Clause 20; and

(b) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 14.5.

21.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

F. Award of Contract

22. Award criteria

22.1 Subject to Clause 24, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

23. Employer's right to accept any Tender and to reject any or all Tenders

23.1 Notwithstanding Clause 22, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

24. Notification of award and signing of Agreement

24.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

24.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause 25.

24.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.

24.4 Upon the furnishing by the successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

deposit

25.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent to 5% of the Contract price :

- Cash or
- Banker's cheque/Demand draft,/Pay Order in favour of ..... payable at..... or
- A bank guarantee in the form given in Section 10; or
- Specified Small Savings Instruments pledged to .....

25.2 If the security deposit is provided by the successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized/Scheduled bank.

25.3 The security deposit if furnished in cash or demand draft can, if requested, be converted to interest bearing securities at the cost of the contractor.

25.4 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 25.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money deposit.

26. Corrupt or Fraudulent practices

26.1 The BBMP requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, BBMP :

(a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a GOK contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK contract.

26.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 43.2 of the Conditions of Contract.

SECTION 3: QUALIFICATION INFORMATION

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 Constitution or legal status of Tenderer

Place of Registration [Attach copy]

(Attach Copy)

Principal place of business:

_____

1.2 Total value of civil engineering construction works executed and payments received in the last five years (in Rs. Lakhs) - (Attach Certificate from Chartered Accountant)

2011 - 12_____
2012 - 13_____
2013 - 14_____
2014 - 15_____
2015- 16_____

1.3 Work performed as Prime Contractor (in the same name) on works of similar nature over during the five years specified in 1.2 above.

Project Name	Name of Employer	Description of Work	Contract Number	Value of contract Rs. Lakhs	Date of issue of work order	Specified period of completion	Actual date of completion	Remarks explaining reasons for delay in completion of work
1	2	3	4	5	6	7	8	9

1.4 Quantities of work executed as prime contractor (in the same name) during the last five years specified in 1.2 above:

Year	Name of Work	Name of Employer	Quantity of work performed (cum) (Items of work for which data is requested should tally with that specified in ITB Clause 3)			Remarks (Indicate contract reference)
			Cement Concrete	Masonry	Earthworks	
2011-12						
2012-13						
2013-14						
2014-15						
2015-16						

1.5 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

(A) Existing commitments and on-going works:

Description Work	Place & State	Contract No. & Date	Name and Address of Employer	Value of Contract (Rs. lakhs)	Stipulated period of completion	Value of works remaining to be completed (Rs. lakhs) (The contractor shall enclose/attach all the necessary certificates duly attested by the employer)	Anticipated date of completion
1	2	3	4	5	6	7	8

(B) Works for which Tenders already submitted:

Description Work	Place & State	Name and Address of Employer	Estimated value of works (Rs. lakhs)	Stipulated period of completion	Date when decision is expected	Remarks if any
1	2	3	4	5	6	7

1.6. The following items of equipment are considered essential for successfully carrying out the works. The Tenderer should furnish all the information listed below.

Item of Equipment	Requirement No. & Capacity {The item of equipment, required number and capacity should match with those specified in ITT Clause 3.3 (a)}	Owned	Owned and available Number/ Capacity	Remarks

1.7 Reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the last five years;

1.8 Qualification and experience of the key technical and management personnel in permanent employment with the tenderer and those that are proposed to be deployed on this contract, if awarded.

1.9. Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.

1.10 Evidence of access to financial resources to meet the qualification requirement specified in ITT Clause3.3 (b): Cash in hand, Letter of Credit etc. List them below and attach certificate from the Banker in the suggested format as under:

BANKER'S CERTIFICATE

This is to certify that M/s. ..... is a reputed company with a good financial standing. If the contract for this work, namely ..... (*name of the work)* is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. ..... to meet the working capital requirements for executing the above contract

Sd/-
Name of the Bank, Senior Bank Manger

Address:.....

1.11 Proposals for subcontracting components of works amounting to more than 20% of the contract price .

Item of Work	Value of Sub-Contract	Identified Sub-Contractor (Name and address)	Experience of similar work (Attach certificates from the respective Employers)

1.12 Information on litigations in which the Tenderer is involved:

Other Party (ies)	Employer	Details of dispute	Amount involved	Remarks showing present status

SECTION 4: FORMS OF TENDER, LETTER OF ACEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM

Form of Tender

Description of the Works: .....

.....

(To be filled in by the Employer before issue of the Tender document)

Tender

To : .....

Address : .....

.....

(To be filled in by the Employer before issue of the Tender document)

GENTLEMEN,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of _____ *[in figures]* (_____) *[in letters]*.[1]

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory: .....

Name of Tenderer .....

Address: .....

.....

.....

.....

Letter of Acceptance

(letterhead paper of the Employer)

To: _____ _____

[name and address of the Contractor] *[date]*

Dear Sirs,

This is to notify you that your Tender dated: ..... for execution of the .....

_____

[1] To be filled in by the Tenderer, together with his particulars and date of submission at the bottom of the Form of Tender

[name of the contract and identification number, as given in the Instructions to Tenderers] for the Contract Price of Rupees ..... (.....) [amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit, in the form detailed in Para 25.1 of ITT for an amount of Rs.....within 20 days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of Defects Liability Period i.e. up to ..... and sign the contract, failing which action as stated in Para 25.4 of ITT will be taken.

Yours faithfully,

Authorized Signature

Name and Title of Signatory

Name of Agency

Issue of Notice to proceed with the work

(letterhead of the Employer)

_____ (date)

To

_____ *(name and address of the Contractor)*

_____

_____

Dear Sirs:

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 25.1 and signing of the contract agreement for the construction of .....
..... *(Name of the Contract)*
a Tender Price of Rs....., you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,
(Signature, name and title of signatory
authorized to sign on behalf of Employer)

Agreement Form

Agreement

This agreement, made the .....day of .....20....., between.....[name and address of Employer] (hereinafter called "the Employer") of the one part and .....
[name and address of contractor] (hereinafter called "the Contractor") of the other part.

Whereas the Employer is desirous that the Contractor execute .....
.....

[name and identification number of Contract] (hereinafter called "the Works") and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
   - i) Letter of Acceptance;
   - ii) Notice to proceed with the works;
   - iii) Contractor's Tender;
   - iv) Contract Data;
   - v) Conditions of contract (including Special Conditions of Contract);
   - vi) Specifications;
   - vii) Drawings;
   - viii) Bill of Quantities; and
   - ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of .....
was hereunto affixed in the presence of:
Signed, Sealed and Delivered by the said .....
.....
in the presence of:

Binding Signature of Employer .....

Binding Signature of Contractor .....

SECTION 5: CONDITIONS OF CONTRACT

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Conditions of Contract

A. General

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender.
Compensation events are those defined in Clause 34 hereunder.
The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 38.1.
The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.3 below.
The **Contract Data** defines the documents and other information which comprise the Contract.
The **Contractor** is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer.
The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.
The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
Days are calendar days; **months** are calendar months.
A **Defect** is any part of the Works not completed in accordance with the Contract.
The **Defects liability period** is the period named in the Contract Data and calculated from the Completion Date.
The **Employer** is the party who will employ the Contractor to carry out the Works.
Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Acceptance.
The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.
Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.
Plant is any integral part of the Works which is to have a mechanical, Civil, electronic or chemical or biological function.
The **Site** is the area defined as such in the Contract Data.
Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.
The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.
A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.
A **Variation** is an instruction given by the Employer which varies the Works.
The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have

their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

(1) Agreement
(2) Letter of Acceptance, notice to proceed with the works
(3) Contractor's Tender
(4) Contract Data
(5) Conditions of Contract
(6) Specifications
(7) Drawings
(8) Bill of quantities and
(9) any other document listed in the Contract Data as forming part of the Contract.

3. Law governing contract

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. Employer's decisions

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor .

5. Delegation

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Subcontracting

7.1 Deleted

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

9. Personnel

9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by GOK from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractor's risks

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's risks